client from a predicament but for which there would not have been the existing relation of lawyer and client.

To countenance the theory that a lawyer may invest in his client's property or in a mortgage against it if no pecuniary harm comes to the client would be to open the door to the utter break-down of the highest standard of conduct required of the lawyer in the unadulterated representation of his client who has no motive whatever except to serve his client in the cause. When personal extraneous pecuniary interest encroaches into the relationship, the singleness of fidelity and faithfulness has been adulterated and the dignity of the profession and the respect of the public for it fly out the window. If the client keeps his hands off of his client's property, he can not come to grief or bring disrespect upon bench and bar.

Reply to
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"INTEREST"

We are quite aware that whether interest should be paid upon sums held in a Court of Bankruptcy which are realized from the sale of security is an unsettled question.

Where, as here, the secured notes bear 5½% which was far above the market price of the money, it would seem that when the mortgagee-debtor importuned the court to pay them, and there was ample funds in the court to pay all expenses, costs and claims, and more, they should be paid; he should not be compelled to continue to pay interest. Otherwise the courts open themselves to the charge that they are an effective agency for continuing a profitable investment for a creditor at a rate of return it could not otherwise obtain.

Respectfully submitted,

ELMER MCCLAIN,
Lima, Ohio
Counsel for Petitioner

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